

# **EXHIBIT**

# **B**

## Patrick Murphy

---

**From:** Michael Murphy <murf@bcbv.net>  
**Sent:** Wednesday, March 15, 2023 11:59 AM  
**To:** Patrick Murphy; Scott C. Murray  
**Subject:** Fwd: Amendment  
**Attachments:** Amendment to Development Hosting Services Agreement\_clean\_03132023\_v1.pdf; compensation ladder BCBC\_v03132023.xlsx

----- Forwarded message -----

From: **Jiaming Li** <[jiam@ucholding.com](mailto:jiam@ucholding.com)>  
Date: Mon, Mar 13, 2023 at 11:03 AM  
Subject: Amendment  
To: Erick Rengifo <[rengifo@ucholding.com](mailto:rengifo@ucholding.com)>, Michael Murphy <[murf@bcbv.net](mailto:murf@bcbv.net)>, Emory Patterson <[emory@bcbv.net](mailto:emory@bcbv.net)>, Neil Phippen <[neil@bcbv.net](mailto:neil@bcbv.net)>

Good morning Michael, Emory, and Neil,

We have negotiated with Wiley and his team, for them running the complete Hosting and Management of the site, they accepted 0.55 cents (as opposed to the 0.6 cents that they requested).

We have made a simple agreement where we set what your now limited responsibilities are, and the way payments will flow under the electricity price conditions that we already discussed.

It also has a couple of additional points regarding the payments of PM and attached the payments to specific deliveries.

Finally, we have set another two tasks that can create additional funds for you. One is related to legal actions we will take against third parties and the second one is related to the reduction or exemption of sales taxes for the products bought during the implementation of the facility at North Range.

Please, read them and let's meet to go over the details.

We believe it is a fair document given all the terrible things that have happened in this phase to the facilities in particular but to our business in general that are represented not only on the huge losses we have and continue experiencing because of this, but also damage to our reputation that has incommensurable consequences on our future businesses.

Best,

Jiaming

---

This email has been scanned for spam and viruses. Click [here](#) to report this email as spam.

This **AMENDMENT** ("Amendment") TO THE DEVELOPMENT, HOSTING & SERVICES AGREEMENT ( "**Agreement**" ), signed as of June 6, 2022 (the "**Agreement Date**"), is entered into by and between MineOne Wyoming Data Center LLC, a Delaware limited liability company ("**MineOne**"), and BCB Cheyenne LLC, a Wyoming limited liability company ("**BCBC**" and together with MineOne, the "**Parties**", and individually, a "**Party**"). This Amendment is effective as of March 10, 2023.

#### RECITALS

**WHEREAS**, MineOne and BCBC have agreed on the Amendment terms described in this document that replace and modifies the Agreement signed on June 6, 2022 that was entered into by and between MineOne and BCBC;

**NOW, THEREFORE**, in consideration of the promises and the mutual agreements herein contained and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties agree as follows:

#### AMENDMENT

##### ARTICLE I

##### Amended Articles of the Agreement

1. This Amendment replaces in its entirety Articles II (Operation & Maintenance Phase), Article III (Operations and Maintenance; Supervision), Article IV (Compensation; Fees & costs, etc.), Article V (Security and Insurance), Article VII (Events of Default and Termination), Article VIII (Limitations on Liability and Indemnification), and Article IX (Right of First Refusal; Sale of One or More Facilities to Entity Other than BCBC), of the Agreement. This Amendment also replaces in its entirety any other agreement or letter related to this deal.

##### ARTICLE II

##### Roles for Operations at North Range facility

1. This Article describes the roles of MineOne and BCBC during Phase 2 "Operation & Maintenance" Phase.

1.1. MineOne Phase 2 Obligations. MineOne shall be responsible for the following during the Operation & Maintenance Phase (the "**MineOne Phase 2 Obligations**"):

- (a) Digital currency operations.
- (b) Payment of all Power Supply fees (as invoiced by the Utility) for the power effectively used.
- (c) Payment of the Fee to BCBC for the immediately succeeding month as described in Article III of this Amendment.

1.2 BCBC Phase 2 Obligations. BCBC shall be responsible for the following during the Operation & Maintenance Phase (the "**BCBC Phase 2 Obligations**"):

- (a) Tracking daily all costs and expenses for the Power Supply and evaluate and secure lower price supply to ensure the Power Supply tariff and fees paid are the most favorable and cost-efficient.
- (b) Providing any other Public Relationships activities reasonably required by MineOne.
- (c) Help MineOne keep good relationships with local authorities and regulators.

### ARTICLE III

#### Compensation

1. General. In connection with the provision presented in the preceding Article II of this Amendment, MineOne shall pay the following fees to BCBC.
2. Hosting Management Support Fee ("Fee"). For BCBC's roles described in Article II, MineOne shall pay BCBC a Fee. This Fee shall be invoiced by BCBC in an amount equal to the Fee estimated below per KWh consumed by the Miners multiplied by the metered consumption (in KWh) for the immediately preceding calendar month.
3. Electricity price to compensate BCBC. The Fee described before are based on the following electricity price (all-in) criteria:

- 3.1 If electricity price (all-in shown on the utility bill to MineOne) is at or above USD 4.50 cents (\$ 0.045) per KWh but less or equal to USD 5.50 cents (\$ 0.055) per KWh, the total compensation for BCBC will be equal to:

$$BCBCfee = (0.95 - 0.1 * All\ in\ Price) * 0.80$$

For example, if all-in price is USD 4.50 cents (\$ 0.045) per KWh,

$$BCBCfee = (0.95 - 0.1 * 4.50) * 0.80 = 0.400\ cents$$

I.e. USD 0.4 cents (\$ 0.004) per KWh consumed by the Miners multiplied by the metered consumption (in KWh) for the immediately preceding calendar month.

For example, if all-in price is USD 4.50 cents (\$ 0.045) per KWh,

$$BCBCfee = (0.95 - 0.1 * 5.50) * 0.80 = 0.320\ cents$$

I.e. USD 0.32 cents (\$ 0.0032) per KWh consumed by the Miners multiplied by the metered consumption (in KWh) for the immediately preceding calendar month.

The fees will be rounded at the third decimal.

- 3.2 If electricity price (all-in shown on the utility bill to MineOne) is above USD 5.50 cents (\$ 0.055) per KWh but below USD 6.00 cents (\$ 0.06) per KWh, the total compensation for BCBC will be equal to:

$$BCBCfee = (4.8 - 0.8 * All\ in\ Price) * 0.80$$

For example, if all-in price is USD 5.55 cents (\$ 0.055) per KWh,

$$BCBCfee = (4.8 - 0.8 * 5.55) * 0.80 = 0.288\ cents$$

I.e. USD 0.288 cents (\$ 0.00288) per KWh consumed by the Miners multiplied by the metered consumption (in KWh) for the immediately preceding calendar month.

If all-in price is USD 5.95 cents (\$ 0.0595) per KWh,

$$BCBCfee = (4.8 - 0.8 * 5.95) * 0.80 = 0.032 \text{ cents}$$

I.e. USD 0.032 cents (\$ 0.0032) per KWh consumed by the Miners multiplied by the metered consumption (in KWh) for the immediately preceding calendar month.

The fees will be rounded at the third decimal.

- 3.3 If electricity price (all-in shown on the utility bill to MineOne) is greater or equal to USD 6.00 cents (\$ 0.06) per KWh, BCBC will receive no Fee.

#### ARTICLE IV

##### Campstool

1. General. The Parties agree that BCBC has no claim and participation on what will be done in Campstool facility in terms of neither phase 1 (Acquisition; Build & Implementation Phase) nor phase 2 (Operation & Maintenance Phase). This article replaces all the ones in the original Agreement and related documents.

#### ARTICLE V

##### Additional Agreements

1. General. MineOne has paid US\$450,000 (US\$ four hundred fifty thousand) to BCBC for acting as the Project Management for North Range Facility.
2. The Parties agree that MineOne will pay BCBC the remaining Project Management Fee of US\$150,000 (US\$ one hundred fifty thousand) following:
  - a. At the signing of this Amendment: US\$ 40,000 (US\$ Forty thousand).
  - b. At the fully operational delivery of the North Range facility: US\$ 50,000 (US\$ fifty thousand).
  - c. When BCBC provides all needed documentation and solves any other requests from MineOne's legal team to start proceedings against **third-parties**: US\$ 60,000 (US\$ sixty thousand).
3. If BCBC provides all needed additional support to MineOne's lawyers in order to get compensated by the sued **third-parties** and, in case that MineOne receives a compensation from these **third-parties**, BCBC will be entitled to 20% (twenty percent) of the recovered funds minus all legal and other fees paid to get this payments. The payments will be made in a maximum of 5 (five) days after the compensation has been effectively deposited in MineOne's bank accounts and after all legal and related fees have been fully paid.
4. If BCBC gets MineOne sales tax reductions or exceptions for the acquisition of goods and services used in the building of North Range facilities, BCBC will be entitled to get 20% (twenty percent) of any related savings. To estimate this compensation, BCBC and MineOne, will estimate the regular sales taxes applied to the acquisition of goods and services at the county or state level and subtract from it the amount effectively paid by MineOne. Then, the compensation will be equal to the 20% of this difference. For example, if the regular sales taxes are to be paid equal US\$ 100 and MineOne is to pay only US\$ 60, then the compensation for BCBC will be equal to  $40 * 0.20 = 8$ . The compensation will be paid within the first anniversary of the completion of the North Range facilities.

[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK]

IN WITNESS WHEREOF, this Agreement has been executed and delivered by the duly authorized representatives of the Parties hereto as of the date first written above.

MINEONE WYOMING DATA CENTER LLC

BCB CHEYENNE LLC

/s/

\_\_\_\_\_  
Name:

Title:

/s/

\_\_\_\_\_  
Name:

Title:



max	total fee	BCBC	T	total	m	-0.1
4.50	0.500	0.400	0.100	0.50	a	0.95
4.55	0.495	0.396	0.099	0.50		
4.60	0.490	0.392	0.098	0.49		
4.65	0.485	0.388	0.097	0.49		
4.70	0.480	0.384	0.096	0.48		
4.75	0.475	0.380	0.095	0.48		
4.80	0.470	0.376	0.094	0.47		
4.85	0.465	0.372	0.093	0.47		
4.90	0.460	0.368	0.092	0.46		
4.95	0.455	0.364	0.091	0.46		
5.00	0.450	0.360	0.090	0.45		
5.05	0.445	0.356	0.089	0.45		
5.10	0.440	0.352	0.088	0.44		
5.15	0.435	0.348	0.087	0.44		
5.20	0.430	0.344	0.086	0.43		
5.25	0.425	0.340	0.085	0.43		
5.30	0.420	0.336	0.084	0.42		
5.35	0.415	0.332	0.083	0.42		
5.40	0.410	0.328	0.082	0.41		
5.45	0.405	0.324	0.081	0.41		
5.50	0.400	0.320	0.080	0.40	m	-0.8
5.55	0.360	0.288	0.072	0.36	a	4.8
5.60	0.320	0.256	0.064	0.32		
5.65	0.280	0.224	0.056	0.28		
5.70	0.240	0.192	0.048	0.24		
5.75	0.200	0.160	0.040	0.20		
5.80	0.160	0.128	0.032	0.16		
5.85	0.120	0.096	0.024	0.12		
5.90	0.080	0.064	0.016	0.08		
5.95	0.040	0.032	0.008	0.04		
6.00	0.000	0.000	0.000	0.00		